

BEFORE THE JUDICIAL QUALIFICATIONS COMMISSION  
STATE OF FLORIDA

INQUIRY CONCERNING A JUDGE  
NO. 02-466, JUDGE JOHN RENKE, III

---

SC03-1846

RESPONSE TO THE FLORIDA JUDICIAL QUALIFICATIONS  
COMMISSION'S RENEWED MOTION TO ENFORCE SUBPOENA DUCES  
TECUM

Comes now the undersigned John K. Renke II and for his Response to the Florida Judicial Qualifications Commission's Renewed Motion to Enforce Subpoena Duces Tecum says:

1. It is undisputed that on June 9, 2005 Judge Wolf ruled that John Renke II would not be compelled to disclose his or his wife's personal income tax returns. The basis for that ruling was their constitutional right of privacy. The moving party admits in Paragraphs 2, 3, and 4 of the JQC's so-called "Renewed Motion", that all Schedule C returns disclosing income from the law business of John Renke II (herein, Renke Law Firm) were provided to the JQC counsel, and moreover, that the undersigned testified to the contents of said Schedules C at the deposition of the undersigned John K. Renke II.

2. The moving party admits that John Renke II's Schedule C disclosed prior receipts [sic: gross revenue] of \$296,682.21 for 2002. The moving party was also aware that the first part of the Cusumano/Driftwood settlement was paid to John K. Renke II on March 27, 2001 in the amount of \$123,553.05 (see check attached

which was provided in discovery to the moving party), and that the remaining Triglia portion of the settlement was paid by check dated September 30, 2003 in the amount of \$97,183.54. Thus, the moving party knew that the gross income figure of \$296,682.21 for 2002 did not and could not include the Driftwood/Triglia settlement checks which were paid in different years to the Renke Law Firm and were included in the gross income of the Renke Law Firm in those years, 2001 and 2003. Therefore, the moving party had to be aware that presenting Judge Renke's income as a percentage of only the 2002 gross income of the Renke Law Firm was misleading, and to use this percentage to imply the unreasonableness of Judge Renke's income was deceptive.

3. The St. Petersburg Times article came about as a result of Mr. Green, moving party's special counsel, making very misleading statements to Judge Wolfe in the document he filed in this cause entitled "THE FLORIDA JUDICIAL QUALIFICATIONS COMMISSION'S RESPONSE TO JUDGE RENKE'S MOTION FOR SUMMARY JUDGMENT AMENDED FORMAL CHARGE XI (NOW SECOND AMENDED FORMAL CHARGE 8) AND MOTION FOR ADDITIONAL TIME TO RESPOND FURTHER THERETO". (Hereinafter this document will be referred to as RESPONSE.) In that RESPONSE, Green stated:

It is undisputed that Judge Renke was paid a total of \$166,736.50 by his father's law firm (the "Renke Law Firm") in 2002, which was no less than 50% of the Renke Law Firm's total gross receipts [sic] of \$296,682.21 in 2002.

Id. Response, at pp. 2, 3.

When the St. Petersburg Times called me and asked about this statement in the RESPONSE, I told the reporter that Mr. Green's above quoted statement was a very misleading statement because the \$166,736.50 gross income of Judge Renke in 2002 included the \$101,000.00 paid to Judge Renke for the Driftwood/Triglia litigations. I told her that the \$296,682.21 gross income in 2002 to the Renke Law Firm did not include the \$123,553.05 paid in 2001 or the \$97,183.54 paid in 2003 to the Renke Law Firm for the Driftwood/Triglia cases. Thus, I told the reporter, if you are comparing the amounts earned by the Renke Law Firm and Judge Renke, you should add the Driftwood/Triglia payments to the Renke Law Firm's income for 2002 to make it a fair and true comparison. This is how the reporter came up with the \$544,000 figure which would be the approximate total of the Renke Law Firm's income for 2002 **added to** the Driftwood/Triglia legal fees paid to the Renke Law Firm in 2001 and 2003. I told the reporter that you have to compare apples to apples and not deliberately distort or mislead, as Mr. Green does, by implying that the income figures for 2002 alone provide an accurate picture of what percentage of the total profit Judge Renke was paid.

Thus, the reporter added the Driftwood/Triglia income (\$123,553.05 and \$97,183.54) to the gross income for the "Renke Law Firm" in 2002 (\$296,682.21) and came up with the "estimated \$544,000.00" figure, in order to convey a fair

comparison to Judge Renke's salary of \$166,736.50. Clearly, the reporter was attempting to fairly present a comparison of the income for the Renke Law Firm to the income of Judge Renke, because Mr. Green had presented a biased and unfair comparison of incomes in his RESPONSE.

Clearly, this instant motion is a red herring and a blatant attempt to again try to generate bad publicity by Mr. Green or an improper attempt to influence Judge Wolfe. The documents reflecting the gross income of the Renke Law Firm for all years that tax returns were kept by John Renke II have been provided. Also, Judge Renke has already provided his tax returns. Mr. Green attempts to use a misstatement in a St. Pete Times article by a reporter that the "firm's 2002 gross income was an estimated \$544,000.00" (emphasis supplied) to reargue and ask for the entire privileged tax returns for 2002 and other years which has nothing to do with the gross income earned in 2002. This Court has already ruled on this matter. The tax return gross income has been admittedly provided long ago and the article changes nothing related to the proven and undisputed gross income. Again, Mr. Green shows his bias, and blatant disregard for the fact that all gross income as shown on the Schedule C tax returns of the Renke Law Firm have been provided. It should be noted, following the printing of this article, Mr. Green never called me to get the facts prior to drafting this motion and instead relied on the newspaper article (even though he stated to me that he never returns phone calls from the St.

Petersburg Times reporters because they never get their facts right) and is, instead, wasting the Court's time. It should be noted also that contrary to the assertion of Mr. Green, the article did not directly quote the undersigned as he represents, but contained a interpretation by the reporter of John Renke II's statement . The portion of the article which states that the \$544,000 was gross income is not in quotation marks, but does erroneously state that \$544,000 was the gross income for 2002. As indicated above, the undersigned did say as outlined above that if you are going to present Judge Renke's income as a percentage of the Firm's 2002 gross income, the Firm's income from the Driftwood/Triglia cases (actually paid in 2001 and 2003) must be included in the calculation to make the percentage reasonable and meaningful.

4. Finally, it is incumbent upon me as an officer of the court to indicate that Mr. Green has misled this Commission on additional issues in his RESPONSE on several other important issues.

Green states in that RESPONSE:

The undisputed facts, the testimony of the senior Renke and R. Pierce Kelley, defense counsel in the Triglia/Cusumano litigation, show that the Triglia/Cusumano fee was not earned until August of 2003 when the Court approved the settlement. Id. At p. 4, Par. A

This statement is totally false and Green does not cite any record for this untrue, conclusory statement. In fact, as Green knows, the Triglia/Cusumano litigation lasted from 1996 through 2003 and the work was performed and the money was

earned during that period of time. An initial settlement was reached on or about December, 1998 where the attorney fees were determined as to amount. (See attached Settlement Agreement). A final settlement agreement was reached on March 23, 2001. (Kelley deposition, pp 9-10.)

The insurance company paid the check for attorney fees of \$123,553.05 on March 27, 2001, after a settlement was agreed to. (Kelley deposition pp. 9-10). Clearly, not only was the money earned, but was paid in 2001 and Mr. Green's statement is patently false and misleading.

Green also states falsely in his RESPONSE that John Renke II stated in his deposition at pp. 118-119 that the check paid of \$123,553.05 "was not a partial payment" but was a "deposit on fees". This is a totally false statement and is not contained in the deposition at the pages indicated by Mr. Green. The Chubb Insurance Company on or about March 27, 2001 paid to John Renke II the \$123,553.05 pursuant to the Settlement Agreement. (Attached hereto is the Settlement Agreement and the check which were in the possession of Green pursuant to document production.) The insurance company provided a 1099-MISC showing payment of income to John Renke II and John Renke II declared the \$123,553.05 as income in 2001. Thus, the bare conclusion, and false statement of Mr. Green in his RESPONSE that "no fee was earned by the Renke Law firm until

August of 2003” (Id. pp. 5, 6) is totally untrue, misleading and not contained in the cited deposition or any other evidence source.

Further, Green totally mischaracterizes and misstates Pirece Kelley’s deposition testimony, stating that Kelley testified that “Judge Renke did not appear at depositions, write briefs, negotiate with him or speak in Court.” In fact, Kelley testifies as follows:

However, there was a lot of legal work going on behind the scenes in terms of motions and memos and drafts of documents and pleadings. What went on within the Renke firm I cannot answer. There was another attorney besides John Renke, III, that was involved with this. I don’t remember his name, he was an associate with that law firm. So there were three attorneys that were involved with the representation of the plaintiffs, but without any question whatsoever as far as I personally am concerned my involvement was with the father.

Pierce Kelley Deposition, p. 31, l. 5 (August 17, 2005)

There were very few depositions taken in that case. And while Judge Renke, John Renke, III may have been present, I do not recall John Renke, III, the judge, conducting any examination of the deponents in those few depositions that were taken.

Pierce Kelley Deposition, p. 32, l. 10 (August 17, 2005)

Again, this deposition was taken at John Renke’s office, and so he [Judge Renke] may have come in, but he was not there and I don’t remember him doing any questioning.

Pierce Kelley Deposition, p. 35, l. 3

But it’s my recollection that the judge was present in court at most of the hearings, although I do not remember him ever making a presentation.

Pierce Kelley Deposition, p. 35, l. 19

Clearly, the Kelley deposition reveals that Mr. Green stretches, exaggerates and misleads when he alleges that Kelley stated Judge Renke did not “write briefs” or “appear at depositions”.

Wherefore, John Renke II respectfully requests that the so called renewed motion to enforce subpoena be denied and that costs and attorney fees be awarded the undersigned for a totally frivolous motion.

Respectfully submitted,

---

John K. Renke II  
7637 Little Road  
New Port Richey, FL 34654  
727/847-6274  
Fax: 727/841-6503  
FL Bar No.: 296740

#### CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 1<sup>st</sup> day of September, 2005, the original of the foregoing Response to the Florida Judicial Qualifications Commission’s Renewed Motion to Enforce Subpoena Duces Tecum has been furnished by electronic transmission via [e-file@flcourts.org](mailto:e-file@flcourts.org) and a true and correct copy of this response has been furnished by facsimile or email and U.S. Mail to Marvin E. Barkin, Esquire and Michael K. Green, Esquire, TRENAM, KEMKER, SCHARF,



BARKIN, FRYE, O'NEILL & MULLIS, P.A., 2700 Bank of America Plaza, 101 East Kennedy Boulevard, P.O. Box 1102, Tampa, FL 33601-1102, John R. Beranek, Esquire, Counsel to the Hearing Panel, P. O. Box 391, Tallahassee, FL 32302, Thomas C. MacDonald, Jr., Esquire, Florida Judicial Qualifications Commission, 1904 Holly Lane Tampa, FL 33629, and Scott K. Tozian, Esquire, Smith & Tozian, P.A., 109 North Brush Street, Suite 200, Tampa, FL 33602-4163 this 1<sup>st</sup> day of September, 2005.

---

John K. Renke II